

**TOWN OF BELOIT AND TOWN OF TURTLE
INTERGOVERNMENTAL AGREEMENT
UNDER SECTION 66.0301, WISCONSIN STATUTES**

The **TOWN OF BELOIT**, a Wisconsin municipality with offices at 2871 S. Afton Road, Beloit, WI 53511 (hereinafter "**TOB**"), and the **TOWN OF TURTLE**, a Wisconsin municipality with offices at 6916 S. County Road J, Beloit, WI 53511 (hereinafter "**TOT**"), enter into this Intergovernmental Agreement, hereinafter "Agreement", under authority of Sections 66.0203(3)(a) and 66.0301, Wisconsin Statutes.

WHEREAS, TOB has filed a petition for incorporation with the Circuit Court for Rock County to incorporate a portion of the Town as a Village pursuant to Wis. Stat. § 66.0203(3)(a) stats.; and

WHEREAS, TOT has intervened in Case Number 18-CV-40 regarding the validity of TOB's incorporation petition; and

WHEREAS, Wis. Stat. § 66.0225 allows parties to any action, proceeding or appeal in court for the purpose of testing the validity or invalidity of any annexation, incorporation, consolidation or detachment, to enter into a written stipulation, compromising and settling any such litigation and determining the common boundary line between the municipalities; and

WHEREAS, Section 66.0301, Wisconsin Statutes, authorizes municipalities to jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

WHEREAS, TOB and TOT desire to work together to arrive at a mutually agreeable resolution to questions currently outstanding issues regarding TOB's incorporation and thereby avoid the delay, expense, and uncertainty resulting from protracted litigation.

WHEREAS, TOB and TOT desire to enter into an agreement for the purposes of establishing a long-term boundary, limiting the future Village's extraterritorial land subdivision review, official mapping, and annexation beyond the current boundary line, protecting TOT property owners from annexation against their will, and facilitating the provision of services to all residents in both communities to the extent practical and mutually beneficial; and

WHEREAS, this Agreement between TOB and TOT is intended to enable the parties to determine their respective boundaries and to guide and accomplish a coordinated, well-planned and harmonious development of territory covered by the Agreement; and

WHEREAS, this Agreement does not alter the exercise of Rock County zoning, land subdivision review and general powers of Rock County in the TOT; and

WHEREAS, this Agreement does not alter the exercise of Extra-Territorial Jurisdiction (ETJ) authority by the City of Janesville and the City of Beloit, whose ETJ areas include portions of the TOT; and

WHEREAS, on October _____, 2018 and October _____, 2018, TOB and TOT respectively adopted resolutions authorizing the preparation of a boundary agreement; and

WHEREAS, it is the intention of TOB and TOT that this Agreement be a binding and enforceable contract and a full and final settlement of Rock County Case Number 18-CV-40.

NOW, THEREFORE, in consideration of the mutual promises herein stated, relief from the uncertainty and expense of litigation, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, TOB and the TOT agree as follows:

1. Pursuant to Wis. Stat. § 66.0225, the parties shall execute and submit a stipulated settlement to the Court for resolution of the above-referenced lawsuit by the entry of a judgment incorporating by reference the terms of this Agreement.

2. TOB agrees on behalf of itself and its successor that, upon incorporation, it shall not adopt any such legislation or policy or in any way entice or require annexation of property for the provision of any service provided to the TOT or its residents.

3. TOB agrees on behalf of itself and its successor that, upon incorporation, it shall not enact any annexation ordinance unless a property owner requests a direct unanimous annexation to the future Village. If a property owner requests annexation, said annexation must be approved by TOT's Town Board. Further, should a TOT property owner request and receive approval to annex to TOB, or its successor, TOB shall pay TOT, for a period of five (5) years, TOT's allocated portion of the real estate and personal property taxes relating to the annexed parcel(s).

4. TOB agrees on behalf of itself and its successor that, upon incorporation it shall not exercise extraterritorial plat approval or extra territorial zoning jurisdiction if it becomes incorporated within any area of the TOT without written approval from TOT.

6. TOT shall adopt a resolution supporting TOB's incorporation petition.

7. This Agreement shall apply equally to the TOB and to any successor incorporated municipality created to govern the territory of TOB. References to the TOB in this Agreement shall be deemed to include its successor entity.

8. Notwithstanding anything in this Agreement to the contrary, TOB's obligations under this Agreement shall be contingent upon the incorporation of the subject portion of TOB as a village pursuant to the laws of the State of Wisconsin.

9. In the event any provision of this Agreement or any part thereof is held by invalid by a court of competent jurisdiction to be invalid or ineffective, this Agreement shall be null and void. In such event, however, the Parties shall meet as soon as practicable and use their best efforts to reach an alternative agreement.

THE TOWN OF BELOIT
A Wisconsin Municipality

Date: 10/18/18

By: Diane M. Greenlee
Diane Greenlee, Town Chairperson

Date: 10/18/2018

By: Karry DeVault
Karry DeVault, Town Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF ROCK)

Personally came before me this 18 day of October, 2018, Diane Greenlee, Town Chairperson, and Karry DeVault, Town Clerk, of the TOWN OF BELOIT, WISCONSIN, a Wisconsin Municipality, to me known to be such Chairperson and Town Clerk of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said municipality, by its authority.

Caroline M. Olson
Notary Public, Rock County, WI
My Commission 10-22-18